Indian Office. 5650 / 10.6 Duck no. / druplicate. 269 94544 OIL AND GAS MINING LEASE
UPON LAND SELECTED FOR ALLOTMENT, CHEROKEE NATION, INDIAN TERRITORY

TRANSFERABLE ONLY WITH CONSENT OF THE SECRETARY OF THE INTERIOR

( Sec. 72, Act of July 1, 1902, 32 Mat., 715, 726.)	
This Indenture of Lease, Made and entered into, in quadruplicate, on this 5th day of any	
A. D. 1905, by and between Malinda and Cheropey Del # 3855	1000-336
The Henry Oil Company of Chicago, Illinois a comporation created	nd J
organized the Xisting in flow a of Refriction of the laws of South Dakoto	ر. الا
a dell authorited to carry on turiness in the Indian Verrilony to Organis Georges, grand tebruary 18, 1908	$\overline{}$
part y of the second part	•
under and in pursuance of the provisions of section 72 of the act of Congress approved July 1, 1902, and the regulations preseribed by the Secreta of the Interior thereunder.	
WITNESSETH: That the part of the first part, for and in consideration of the royalties, covenants, stipulations, and conditions hereinaft contained, and hereby agreed to be paid, observed, and performed by the part of the second part, beirs, executors or administrators do a hereby demise, grant, and let unto the part of the second part, beirs, executors or administrators, for the term of pipelen (/	Š
hereby demise, grant, and let unto the part of the second part, where executors or administrators, for the term of the condition of the second part, where executors or administrators, for the term of the condition of the second part, where executors or administrators, for the term of the condition of the second part, where executors or administrators, for the term of the condition of the second part, where executors or administrators, for the term of the second part, where executors or administrators, for the term of the second part, where executors or administrators, for the term of the second part, where executors or administrators, for the term of the second part, where executors or administrators, for the term of the second part, where executors or administrators, for the term of the second part, where executors are administrators, the second part and the second part an	
being within the Cherokee Indian Nation and within the Indian Territory, to-wit: The 12 2016 Cast Twanter	
of the (3),	•
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	e ig weity
of section Pive (5), alling, township Divertiene (2/) northange Parties (13) East	_
of the Indian Meridian, and containing Eight a from (80.42) acres, more or less, with the right to prospect for	
extract, pipe, store, refine, and remove such oldered natural gas, and to occupy and use so much only of the surface of said land as may be reasonal necessary to carry on the work of prospecting for, extracting, piping, storing, refining, and removing such oil and natural gas, including also the right	bly to
obtain from wells or other sources on said land, by means of pipe lines or otherwise, a sufficient supply of water to carry on said operations, and includi still further the right to use such oil and natural gas as fuel so far as it is necessary to the prosecution of said operations.	
In consideration of which the part of the second part hereby agrees and binds the land hereby agrees are land hereby agrees and binds the land hereby agrees are land hereby agrees and binds the land hereby agrees are land hereby agrees and binds the land hereby agrees are land hereby agrees and binds the land hereby agrees are land hereby agrees and binds the land hereby agrees are land hereby agrees and binds the land hereby agrees are land hereby agrees and binds the land hereby agrees are land hereby agrees and binds the land hereby agrees are land hereby agrees and binds the land hereby agrees are land hereby agrees and binds the land hereby agrees are land hereby agrees agree and hereby agrees agree agr	to
be paid to the lessor, as royalty the sum of ten per cent. of the value, on the leased premises, of all crude oil extracted from the said land, and if the part do not, before the tenth day of the month succeeding its extraction, agree upon the value of the crude oil on the leased premises, the value thereof sh	
finally be determined under the direction of the Secretary of the Interior in such manner as he shall prescribe, and to so pay the royalty accruing for a	
month on or before the twenty-fifth day of the month succeeding, and where the value of the crude oil fluctuates, the average value during the month sh	all
constitute the criterion in computing the royalty; and to pay in yearly payments, at the end of each year, one hundred and fifty dollars royalty, on eagas-producing well, the lessor	
lesseeto use a gas-producing well where the same cannot be reasonably utilized at the rate so prescribed, shall not work a forfeiture of this lease so	
as the same relates to mining oil, but if the lesseedesires to retain gas-producing privilegesshall pay a royalty of fifty dollars per annum	
each gas-producing well not utilized, the first payment to become due and to be made within thirty days from the date of the discovery of gas, payment thereafter for such wells to be made in advance at the first of each succeeding year, dating from the first payment.	nts
And the part of the second part further agrees and binds Mach heirs, executors or administrators to pay or cause to be paid to t	the
lessor, as advanced annual royalty on this lease, the sums of money as follows, to-wit: Fifteen cents per acre per annum, in advance, for the first a	
second years; Thirty cents per acre per annum, in advance, for the third and fourth years; and Seventy-five cents per acre per annum, in advance, for the fifth and each succeeding year thereafter of the term for which this lease is to run; it being understood and agreed that said sums of money so paid sh	
be a credit on the stipulated royalties should the same exceed such sums paid as advanced royalty, and further, that should the part	art
neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable, then this lease shall, at toption of the lessor, be null and void, and all royalties paid in advance shall become the money and property of the lessor	the
The part.—of the second part further covenants and agrees to exercise diligence in the sinking of wells for oil and natural gas on the lands cover	red
by this lease, and to drill at least one well thereon within twelve months from the date of the approval of the bond by the Secretary of the Interior, a	ind
should the part—of the second part fail, neglect, or refuse to drill at least one well within the time stated, this lease may, in the discretion of the Secretary, be declared null and void, with due notice to the lesses—and proof of the default; and said part—of the second part agrees to operate the second part agrees the second part agrees to operate the second part agrees to operate the second part agrees the second part agrees to operate the second part agrees the second part agree the second part agrees the second part agree the second part agrees the second part agree the second part agrees the second part agrees the second part agree the s	
same in a workmanlike manner to the fullest possible extent, unavoidable casualties excepted; to commit no waste upon the said land, and to suffer	
waste to be committed upon the portion in	ses
upon the termination of this lease to the part of the first part or to whomsoever shall be lawfully entitled thereto, and not to remove therefrom a buildings or improvements erected thereon during the said term by the said part of the second part, but said buildings and improvements shall remove the said term by the said part.	
a part of said land and become the property of the owner of the land as a part of the consideration for this lease, in addition to the other consideration	oris
herein specified, excepting that tools, boilers, boiler-houses, pipe lines, pumping and drilling outfits, tanks, engines, and machinery, and the casing of	
dry or exhausted wells, shall remain the property of the said part, of the second part, and may be removed at any time before the expiration of six days from the termination of the lease; thatwill not permit any nuisance to be maintained on the premises under control, r	
allow any intexicating liquors to be sold or given away for any purposes on such premises; that	her
purpose than that authorized in this lease, and that before abandoning any wellit will securely plug the same so as to effectually shut off all water about the oil-bearing horizon.	ove
the oil-bearing horizon.  And it is mutually understood and agreed that no sublease, assignment or transfer of this lease or of any interest therein or thereunder can be direc	etly
or indirectly made without the written consent thereto of the lessorand the Secretary of the Interior first obtained, and that any such assignment	•
transfer made or attempted without such consent shall be void.  And the said part of the second part further covenants and agrees that will keep an accurate account of all oil mining operation	ns
showing the whole amount of oil mined or removed, and all sums due as royalty shall be a lien on all implements, tools, movable machinery, and other	ber
personal chattels used in said prospecting and mining operations, and upon all of the oil obtained from the land herein leased, as security for the payment and annulties	ent
of said royalties.  And the partof the second part agrees that this indenture of lease shall in all respects be subject to the rules and regulations heretofore or the partof the second part agrees that this indenture of lease shall in all respects be subject to the rules and regulations heretofore or the partof the second part agrees that this indenture of lease shall in all respects be subject to the rules and regulations heretofore or the partof the second part agrees that this indenture of lease shall in all respects be subject to the rules and regulations heretofore or the partof the second part agrees that this indenture of lease shall in all respects be subject to the rules and regulations heretofore or the partof the second part agrees that this indenture of lease shall in all respects be subject to the rules and regulations heretofore or the partof the second part agrees that this indenture of lease shall in all respects be subject to the rules and regulations heretofore or the partof the second part agrees that the partof the second part agrees that the second part agrees the second part agree the second part agrees the second part agrees the second part agrees the second part agrees the second part agree the second part agrees the second part agree the second part agrees the second part agree the second part	hat
may hereafter be lawfully prescribed by the Secretary of the Interior relative to oil and gas legses in the Cherokee Nation.	
And the said part of the second part expressly agrees that should in or what sublessets, heirs, executors, administrators, successors, assigns, violate any of the covenants, stipulations, or provisions of this lease, or fall for the period of sixty days to pay the stipulated monthly royal	
provided for herein, then the part————————————————————————————————————	